

SECTION XIII

SALES AND TRANSFERS TO THIRD PARTIES

13.1. The Participants and their contractors will not sell, transfer title to, disclose, or transfer possession of Program Foreground Information to any Third Party without the prior written consent of the other Participants. Furthermore, no Participant will permit any such sale, disclosure, or transfer, including by the owner of the information, without the prior written consent of the other Participants. Such consent will not be given unless the government(s) of the intended recipient(s) consent in writing with the Participants that it will:

13.1.1. Not retransfer, or permit the further retransfer of, any information provided; and

13.1.2. Use, or permit the use of, the information provided only for the purposes specified by the Participants.

13.2. The Participants or their contractors will not sell, transfer title to, disclose, or transfer possession of Program Background Information or any equipment provided by another Participant to any Third Party without the prior written consent of the Participant which provided such equipment or information. The providing Participant will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.

SECTION XIV

LIABILITY AND CLAIMS

14.1. For liability arising out of, or in connection with, activities carried out in the performance of official duty in the execution and for the benefit of the Program, the following provisions will apply.

14.2. With the exception of claims for loss of or damage to equipment under Section VIII (Equipment), each Participant waives all claims against the other Participants for injury to or death of its military or civilian personnel and for damage to or loss of its property caused by such personnel (which do not include Program contractors) of the other Participants. If however, such injury, death, damage or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant's personnel, the cost of any liability will be borne by that Participant alone.

14.3. Claims from third parties for damage of any kind caused by one of the Participants' personnel or agents will be processed by the most appropriate Participant, as determined by the Participants. The cost incurred in satisfying such claims will be borne equally by the Participants. If, however such liability results from the reckless acts or reckless omissions, willful misconduct or gross negligence of a Participant's personnel or agents, the costs of any liability will be borne by that Participant alone.

14.4. Claims arising under any contract awarded by any Participant to accomplish work needed for this MOU will be resolved in accordance with the terms and conditions of the contract.

SECTION XV

ADMISSION OF NEW PARTICIPANTS

The Participants recognize that Non-participants may wish to join the program. Should a Non-participant want to join, the Interoperability Committee will discuss the matter. Admission will only be possible under provisions acceptable to all existing Participants. Should the Participants agree to the admission of a new Participant, then an appropriate amendment, or replacement of, this MOU will be produced.

SECTION XVI

TAXES, CUSTOMS DUTIES AND SIMILAR CHARGES

16.1. Taxes, customs duties, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws and regulations permit, the Participants will endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this Program.

16.2. If required by European Union (EU) regulations, each EU recipient participant will settle customs duties and comparable levies due to the EU in respect of parts, components and equipment needed for the Program. To this end, parts and components will proceed to their final destination accompanied by the relevant documents enabling such settlement to take place.

SECTION XVII

SETTLEMENT OF DISPUTES

Disputes among the Participants arising under or relating to this MOU will be resolved only by consultation among the Participants and will not be referred to a national court, to an international tribunal, or to any third party for settlement.

SECTION XVIII

LANGUAGE

18.1. The working language for the Program will be the English language, however when the IC meets, a simultaneous translation (English/French/German) will be provided as mutually agreed.

18.2. All Program Foreground Information will be furnished in the English language.

18.3. The security policy document will be established in three languages, English, French, and German, each being equally authentic.

SECTION XIX

AMENDMENT

This MOU may be amended by the mutual written consent of the Participants.

SECTION XX

WITHDRAWAL AND TERMINATION

20.1. Any Participant may withdraw from this MOU upon 90 days written notification to the other Participants. Such notice will be the subject of immediate consultation by the IC to decide upon the appropriate course of action. In the event of such withdrawal, the following rules apply:

- 20.1.1. The withdrawing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal.
- 20.1.2. Each Participant will pay the costs it incurs as a result of the withdrawal(s). The total contribution by any withdrawing Participant, including withdrawal costs, will in no event exceed the amount the withdrawing Participant would have contributed had it remained in the Program.
- 20.1.3. All Program Information and rights therein received under the provisions of this MOU prior to the withdrawal will be retained by the Participants, subject to the provisions of this MOU.

20.2. This MOU may be terminated at any time upon the mutual written consent of the Participants. In the event the Participants consent to terminate this MOU, the Participants will consult prior to the date of termination to ensure termination on the most economical and equitable provisions.

20.3. The respective rights and responsibilities of the Participants regarding Section VIII (Equipment), Section IX (Disclosure and Use of Program Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Sales and Transfers to Third Parties), Section XIV (Liability and Claims) and Section XVII (Settlement of Disputes), will continue notwithstanding termination of, withdrawal from, or expiration of this MOU.

SECTION XXI

ENTRY INTO EFFECT AND DURATION

This MOU, which consists of the Introduction and twenty-one Sections, will enter into effect upon signature by all Participants and will remain in effect for four years. It may be extended by written consent of the Participants.

Signed in four originals, each one containing a version in English, a version in French, and a version in German, each version being equally authentic.

FOR THE SECRETARY OF DEFENSE
ON BEHALF OF THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA



Signature

Steven W. Boutelle

Name

Brigadier General, U.S. Army
Program Executive Officer

Title

17 December 98

Date

Fort Monmouth, NJ USA

Location

FOR THE FEDERAL MINISTRY OF
DEFENSE OF THE FEDERAL
REPUBLIC OF GERMANY



Signature

Pedry Detlev

Name

Präsident, Bundesamt für
Wehrtechnik und Beschaffung

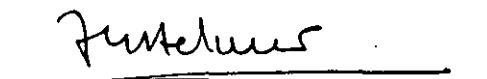
Title

Koblenz, 12.02.1999

Date

Location

FOR THE MINISTER OF DEFENSE OF
THE FRENCH REPUBLIC



Signature

Jean-Yves Helmer

Name

Délégué général
pour l'armement

Title

22 décembre 1998

Date

Paris, France

Location

FOR THE SECRETARY OF STATE FOR
DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN
IRELAND



Signature

Fred Edwards

Name

Programme Director

ARTILLERY SYSTEMS

Title

6 January 1999

Date

Abbey Wood, Bristol UK

Location